

**Northern Berkshire  
Vocational Regional  
School District**

**McCann Technical School**

**Regional Agreement**

## **PREAMBLE**

The original Northern Berkshire Vocational Regional School District was formed in 1958 by the towns of Adams, Clarksburg, Florida, Monroe, Savoy, Williamstown, and the city of North Adams pursuant to the provisions of M.G.L. c. 71, § 16A-16I and M.G.L. c.74, § 1-37F and CH 518, the Acts of 1958.

Pursuant to the provisions of Section VII Amendments and Section VIII Admission of Additional Towns to the District of the Northern Berkshire Vocational Regional School District, the towns of Adams, Clarksburg, Florida, Monroe, Savoy, Williamstown, and the city of North Adams; hereby referred to as the current member municipalities; for good and substantial reasons consistent with the terms of the said Regional School District and the laws of the Commonwealth of Massachusetts together with the towns of Cheshire and Lanesborough agree as follows:

## SECTION I

### TYPE OF REGIONAL DISTRICT SCHOOL

The regional district school shall be a vocational technical high school consisting of grades nine through twelve, inclusive of postsecondary programs as approved by the Department of Elementary and Secondary Education and consistent with the laws of the Commonwealth of Massachusetts. The District may accept for enrollment in the regional school district pupils from municipalities other than the member municipalities on a tuition basis. The regional district school, McCann Technical School, shall be located within the geographical limits of the District and within a radius of five miles from the City Hall of North Adams.

## SECTION II

### THE REGIONAL DISTRICT SCHOOL COMMITTEE

#### A. Composition

1. The following guidelines will serve as the basis for the membership of the Northern Berkshire Vocational Regional School District:
  - a. Population of each member municipality shall be determined by the census of 2010 and each decennial census thereafter.
  - b. Each member municipality having a population of less than 4,000 persons shall be entitled to one (1) member;
  - c. Each member municipality having a population of 4,000 to 7,999 persons shall be entitled to two (2) members;
  - d. Each member municipality having a population of 8,000 to 11,999 persons shall be entitled to three (3) members;
  - e. Each member municipality having a population of 12,000 to 15,999 persons or more shall be entitled to five (5) members;

The total number of members to which the city of North Adams shall be entitled under this formula shall be five. All members, under the provisions of this subsection shall be elected at each member municipality's municipal election.

2. The Committee membership shall be as follows: North Adams (5), Adams (3), Cheshire (1), Clarksburg (1), Florida (1), Lanesborough (1), Monroe (1), Savoy (1), and Williamstown (2).
3. For the purpose of casting votes, on a weighted basis, calculations will be determined by thousandths. The following calculated table will prevail:

Town	Population 2010	Population Factor	Number Votes	Proportion. Votes per Member	Total Votes
Adams	8,485	21.46%	3 votes	71.53	214.59
Cheshire	3,235	8.18%	1 vote	81.82	81.82
Clarksburg	1,702	4.30%	1 vote	43.05	43.05
Florida	752	1.90%	1 vote	19.02	19.02
Lanesborough	3,091	7.82%	1 vote	78.17	78.17
Monroe	121	0.31%	1 vote	3.06	3.06
North Adams	13,708	34.67%	5 votes	69.34	346.69
Savoy	692	1.75%	1 vote	17.50	17.50
Williamstown	7,754	19.61%	2 votes	98.05	196.10
<b>TOTAL</b>	<b>39,540</b>	<b>100.00%</b>	<b>16 votes</b>		<b>1000</b>

### B. Members

1. Composition of the Committee: The Committee will be composed of sixteen (16) members.
2. Allocation and Weight of Votes: The Committee will cast votes based upon the Proportional Votes per Member method as detailed in Section II A, subsection 1, 2, and 3.
3. Election of Members: Each elected member must reside in the town or city, which she or he represents. Each elected member must be elected consistent with the process for the election of town or city officials in said town and will be elected to open seats during the annual election or a special election in said municipality. The term of each elected member from a town will begin on the day after his or her election and after being sworn in by the respective town clerk, and the term of each elected member from the city of North Adams will begin on January 1<sup>st</sup> following the election and after being sworn in by the city clerk.
4. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.
5. Each elected member will serve a three year term, with terms for each municipality staggered. For the purpose of staggering terms, the terms of the current Committee will continue with the new member municipalities electing their representative to serve a term of three years.
6. Election to the Committee shall be guided by the options detailed in M.G.L. c. 71, § 14E.

### C. Vacancies

If a vacancy occurs among the members elected by a member town under Section II (A), the selectboard of the town involved shall appoint a member to serve until the next annual town election, at which annual election a successor shall be elected to serve for the balance of the unexpired term, if any. If a vacancy occurs among the members elected by the city of North Adams under Section II (A), the city council shall appoint a member to serve until the first Monday in January following the next regular municipal election; at which election a successor shall be elected to serve for the balance of the unexpired term, if any. If the vacancy occurs at a time when the affected city or town determines there is insufficient time for candidates to seek election as a member, appointment shall be made until the next following election.

D. Organization

Promptly upon the appointment and qualification of the members to the Committee and annually thereafter, upon the election or appointment and qualification of successors, the Committee shall organize and choose a chairperson and vice-chairperson from its own membership. At the same meeting or at any other meeting the Committee shall appoint a treasurer and a secretary, who may be the same person but who need not be members of the Committee, choose such other officers, such as a clerk or assistant treasurer, as it deems advisable, determine the terms of office of its officers (except the chairperson who shall be elected as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

E. Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon it by this agreement and by M.G.L. c. 71 § 16A and c. 74 § 5 and § 5A, and such other additional powers and duties as are specified in any applicable general or special law.

F. Quorum

The quorum for the transaction of business shall be a majority of those members of the Committee then in office without regard to weight of votes, but less than a quorum may adjourn.

G. Reports

The Committee shall submit an annual report to each of the member municipalities, containing a detailed financial statement, together with such additional information relating to the operation and maintenance of the regional school district as may be deemed necessary by the Committee. This report shall be submitted in sufficient time to be included in the annual reports of the member municipalities.

### SECTION III

#### THE ANNUAL BUDGET

The Committee shall annually determine the District's budget consistent with the timelines, terms, and requirements of M.G.L. c. 71, § 16B, and other pertinent provisions of law and consistent with regulations promulgated by the Department of Elementary and Secondary Education. The Committee will hold a public hearing on its budget consistent with M.G.L. c. 71, § 38N. The apportionment of the costs appearing in said budget will be calculated consistent with Section IV of this Agreement. The fiscal year of the District shall be the same as the fiscal year of the member municipalities as provided by law (July 1<sup>st</sup>–June 30<sup>th</sup>), and the word year or fiscal year as it relates to this Agreement to a fiscal or budget year shall mean the fiscal year of the District.

## SECTION IV

### APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

#### Classification of Costs

For the purpose of apportioning assessments levied by the District against the member municipalities, costs shall be divided into three categories: capital costs, operating costs and transportation costs.

#### A. Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the District to finance capital costs. Capital costs will include capital outlay appearing in the 7000 DESE functions codes.

##### 1. Apportionment of Capital Costs

Capital costs incurred in connection with the construction, equipping and placing in operation of the initial district school building, including the payment of principal of and interest on bonds, notes or other obligations of the District issued to finance such capital costs, shall be apportioned on the basis of the member municipalities' equalized valuations and population, determined as to any member municipality by adding together the ratio which its equalized valuation bears to the total equalized valuations of all the member municipalities and the ratio which its population bears to the total population of all the member municipalities and dividing this sum by two. Equalized valuation as used in this clause (1) shall be the valuation of each member municipality as determined by the Massachusetts Department of Revenue (DOR) and population as used in this clause (1) shall be the population of each member municipality according to the latest state census as determined by the DOR. The ratio for each particular borrowing shall not be changed during the period in which such bonds, notes or other obligations are outstanding except when a new town or towns are added to the district whereupon the capital cost will be recalculated consistent with this section (1). Also, the capital costs will be recalculated upon adoption and acceptance by the towns of Cheshire and Lanesborough.

2. Capital costs other than those apportioned pursuant to clause (1) of this subsection shall be apportioned consistent with Section B (1).

#### B. Operating Costs

Operating costs shall include all costs not included in capital costs as defined in Section IV (A), including but not limited to interest on temporary notes issued by the District in anticipation of revenue.

##### 1. Assessment of Operating Costs

Operating costs will be assessed to each member municipality using the statutory method. For each fiscal year, the assessment of operating costs for each member municipality will be the sum of the following: (a) the member's required local contribution to the District (municipal minimum contribution) as determined by the Commissioner; (b) the member's share of that portion of the District's net school spending, as defined by M.G.L. c. 70, §2, that exceeds the total of the required local contributions for all members; and (c) the member's share of costs for transportation

and all other expenditures (exclusive of capital costs as defined under Section IV, B) that are not included in the District's net school spending. A member's share of (b) and (c) above will be calculated on the basis of foundation enrollment as defined in M.G.L. c. 70, § 2. The example of the calculation is contained in Appendix A.

C. Transportation Costs

Transportation costs shall be apportioned to the member municipalities as an operating cost on a per pupil basis minus regional transportation reimbursements (CH 71) received by the district.

D. Times of Payment of Apportioned Costs

Assessment	Transportation	Capital Costs
1 August 25%	1 September- 50%	1 October- 100%
1 November- 50%	1 February- 100%	
1 January- 75%		
1 April- 100%		

E. Application of State Grants

Any school construction grants received by the District from the Commonwealth under the Direction of the Massachusetts School Building Authority shall be applied only to the payment of capital costs as defined in Section IV (A) of this agreement.

**SECTION V**

**TRANSPORTATION**

School transportation shall be provided by the regional school district and the costs thereof shall be apportioned to the member municipalities.

**SECTION VI**

**GENERAL AMENDMENTS**

A. Limitation

1. This agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon consistent with Section IV A (1).

2. All amendments to this regional agreement must be presented to the Commissioner of Elementary and Secondary Education in a timely manner prior to scheduled town votes. All amendments, including an amendment to add a new member or to provide for the withdrawal of an existing member is subject to the approval of the Commissioner. A new member may be admitted to, or an existing member may withdraw from, a regional school district as of July 1 of any fiscal year, provided that all requisite approvals for such admission or withdrawal, including the Commissioner's approval, shall be obtained no later than the preceding December 31. The authorizing votes may provide for the deferral of said admission or withdrawal until July 1 of a subsequent fiscal year.

B. Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member municipality (which shall be acted upon as provided in Section VIII), may be initiated by a two-thirds vote of all the members of the Committee or by a petition signed by 10% of the registered voters of any one of the member municipalities. In the latter case, said petition shall contain at the end thereof a certification by the town or city clerk of such member municipality as to the number of registered voters in said municipality according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said municipality and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the selectboard of each of the member towns and to the city council of North Adams that a proposal to amend this agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The selectboard of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof. Such amendment shall take effect upon approval of the Commissioner and upon its acceptance by all of the member municipalities, acceptance by each town to be by a majority vote at a town meeting as aforesaid and acceptance by the city of North Adams to be by a majority vote of its city council.

## SECTION VII

### ADMISSION OF ADDITIONAL TOWNS TO THE DISTRICT

By an amendment of this agreement adopted under and in accordance with Section VI above, any other town or towns may be admitted to the regional school district upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such an amendment.

## SECTION VIII

### WITHDRAWAL

A. Limitations

The withdrawal of a member municipality from the District may be effected by an amendment to this agreement in the manner hereinafter provided by this section. Any member municipality seeking to withdraw shall, by vote at an annual or special town meeting in the case of a town or by vote of the city council in the case of the city of North Adams, request the Committee to draw up an amendment to this agreement setting forth the terms by which such municipality may withdraw from the District, provided (1) that the municipality seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the district treasurer to the treasurer of the withdrawing municipality, including the full

amount so certified for the year in which such withdrawal takes effect and (2) that the said municipality shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the municipality had not withdrawn from the District, except that such liability shall be reduced by any amount which such municipality has paid over at a time of withdrawal and which has been applied to the payment of such indebtedness.

B. Procedure

The clerk of the municipality seeking to withdraw shall notify the Committee in writing that such municipality has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in Section VI (A). The secretary of the Committee shall mail or deliver a notice in writing to the selectboard of each member town and to the city council of the city of North Adams that the Committee has drawn up an amendment to the agreement providing for the withdrawal of a member municipality (enclosing a copy of such amendment). The selectboard of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the amendment or the substance thereof. Such amendment shall take effect upon approval of the Commissioner and upon its acceptance by all of the member municipalities, acceptance by each town to be by a majority vote at a town meeting as aforesaid and acceptance by the city of North Adams to be by a majority vote of its city council.

C. Cessation of Terms of Office of Withdrawing Municipality's Members

Upon the effective date of withdrawal the terms of office of all members serving on the regional district school committee from the withdrawing municipality shall terminate and the total membership of the Committee shall be decreased accordingly.

D. Payments of Certain Capital Costs Made by a Withdrawing Municipality

Money received by the District from the withdrawing municipality for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.

E. Apportionment of Capital Costs after Withdrawal

The withdrawing town's annual share of any obligated installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be consistent with those capital obligations as approved by the District for the duration of the obligation.

## SECTION IX

### INCURRING OF DEBT

Within seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from member towns, the said Committee shall cause written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt, to be given to the selectboard of each member town and to the city council of the city of North Adams, in accordance with M.G.L. c. 71, § 16 (d) as from time to time amended.

**SECTION X**

**THE TRANSITIONAL COMMITTEE**

Within ten days after the adoption and acceptance of this amendment, the school committee of each new member municipality shall appoint one member from its own membership to serve on the transition committee until a successor is appointed or qualified as provided herein, however, that the term of office of a person so appointed shall forthwith terminate if such person ceases to be a member of the local school committee from which such person was appointed.

## SECTION XI

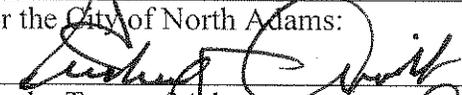
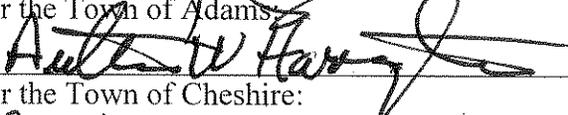
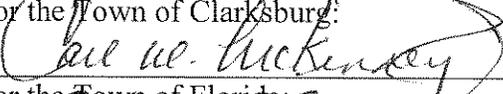
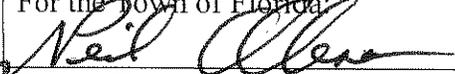
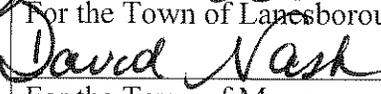
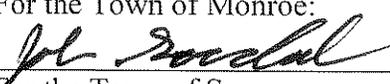
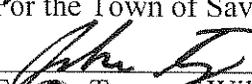
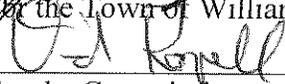
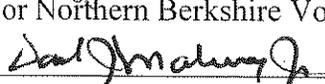
## ACCEPTANCE OF THIS AMENDMENT

Notwithstanding the foregoing, this Amendment shall not take effect until it has been accepted by all of the current municipalities as provided in Section VII Amendments of the Regional Agreement and the approval of the Commissioner of Elementary and Secondary Education has been obtained. If all the current municipalities have accepted this Amendment as above provided and the Commissioner of Elementary and Secondary Education approval has been obtained, then this Amendment shall be effective for the Towns of Cheshire and Lanesborough upon such town or towns adoption and acceptance of this Amendment and upon compliance with such provisions of law and regulations as may be applicable. In the event neither or only one of the towns of Cheshire and Lanesborough adopt and accept this Amendment and comply with such provisions of law as may be applicable, Section II of this amendment shall without further action be automatically revised by deleting their name(s) from this Amendment of the town or towns not adopting and accepting this amendment and the number of votes and Proportion of Votes per Member be adjusted to reflect that said town or towns have no votes. Additionally, all other reference to the town or towns not adopting and accepting this amendment shall be deleted.

This amendment shall supersede all of the provisions of the existing Regional Agreement.

IN WITNESS WHEREOF this agreement has been executed as of the date indicated.

## NORTHERN BERKSHIRE VOCATIONAL REGIONAL SCHOOL DISTRICT

For the City of North Adams:	Date
	7/26/12
For the Town of Adams:	Date
	8/2/12
For the Town of Cheshire:	Date
	8/2/12
For the Town of Clarksburg:	Date
	08 AUG 12
For the Town of Florida:	Date
	8-15-12
For the Town of Lanesborough:	Date
	8/13/12
For the Town of Monroe:	Date
	8/13/12
For the Town of Savoy:	Date
	8/7/12
For the Town of Williamstown:	Date
	8-1-12
For the Commissioner of Elementary and Secondary Education:	Date
	8/29/12
For Northern Berkshire Vocational Regional School District	Date
	7-26-12

APPENDIX A

Assessment of operating costs will be assessed using the statutory method as outlined below:

- A. For each fiscal year, the assessment of operating costs for each member town will be the sum of the following:
1. The member's required local contribution to the District as determined by the Commissioner;
  2. The member's share of that portion of the District's net school spending, as defined by G.L. chapter 70, section 2, that exceeds the total of the required local contributions for all members; and
  3. The member's share of costs for transportation and all other expenditures (exclusive of capital costs as defined under Section V, C below) that are not included in the District's net school spending.

A member's share of (b) and (c) above will be calculated on the basis of "foundation enrollment" as defined in G.L. chapter 70, section 2 based upon, the October 1 enrollment from the previous fiscal year. That is, for any fiscal year a member will pay the same percentage of (b) and (c) above as that member's foundation enrollment.

- B. Example: Budget (dollar amount)
- Minus Total Required Local Contribution  
 Minus Chapter 70  
 Minus Local Revenue
- If there is a remaining amount, then that amount is divided among member towns according to percent of pupils.

C. Sample:	Budget-Sample	\$10,000,000
	Total Required Contributions	- 4,000,000
	Chapter 70	- 2,000,000
	<u>Local Revenue</u>	<u>- 1,000,000</u>
	Amount to be Apportioned	\$3,000,000
	 Town A 30%	 \$900,000
	Town B 25%	750,000
	Town C 25%	750,000
	<u>Town D 20%</u>	<u>600,000</u>
	Amount remaining	\$3,000,000

- D. Required contribution + amount remaining + transportation cost = assessment

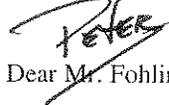
*Northern Berkshire  
Vocational Regional School District*

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JAMES J. BROSNAN  
SUPERINTENDENT  
jbrosnan@mccanntech.org

September 10, 2012

Mr. Peter Fohlin  
Town Administrator  
Williamstown Town Hall  
1 North Street  
Williamstown, Massachusetts 01267



Dear Mr. Fohlin,

I have enclosed a copy of the Northern Berkshire Vocational Regional School District Agreement which was approved by the Commissioner of Elementary and Secondary Education on August 29<sup>th</sup> 2012. Page nine of this document contains an original signature by all parties and is for your records.

We are most proud that our original 1958 document was the first regional vocational agreement in the Commonwealth and have the confidence that this agreement will once again serve as a model for all of the current 26 regional vocational school districts as well as countless school districts in the Commonwealth. I am grateful for your support throughout this process and appreciate the continued strong community loyalty we receive from you. If you have any questions please do not hesitate to call.

Very truly yours,

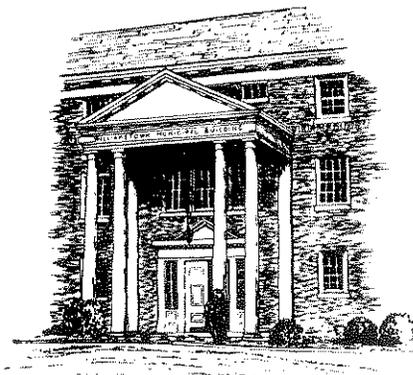


JAMES J. BROSNAN  
Superintendent

encl.



ADAMS  
CLARKSBURG  
FLORIDA  
MONROE  
NORTH ADAMS  
SAVOY  
WILLIAMSTOWN



Town of  
**WILLIAMSTOWN**  
Massachusetts 01267



OFFICE OF  
TOWN CLERK  
MARY COURTNEY KENNEDY  
413-458-9341  
FAX 413-458-4839

ANNUAL TOWN MEETING  
MAY 15, 2012

**TO AMEND THE NORTHERN BERKSHIRE VOCATIONAL REGIONAL SCHOOL  
DISTRICT AGREEMENT**

**Article 9.** To see if the Town will vote to amend the 1958 Northern Berkshire Vocational Regional School District Agreement as proposed by the District School Committee, a copy of which has been filed with the Board of Selectmen and is on file in the office of the Town Clerk, or take any other action in relation thereto.

**The Finance Committee will make its recommendation at town meeting.**

**The Board of Selectmen unanimously recommends the adoption of this article.**

*Proceeding: The Chairman of the Board of Selectmen moved, and it was seconded, the Town vote to amend the Northern Berkshire Vocational Regional School District Agreement.*

*There being no discussion, the Moderator declared Article 9 carried by unanimous voice vote.*

A true copy, attest:

*Mary Courtney Kennedy*  
Mary Courtney Kennedy  
Town Clerk